



**DEPARTMENT OF THE ARMY**  
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
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LOUISVILLE, KENTUCKY 40201-0059

<http://www.lrl.usace.army.mil>

May 20, 2002

EPA Region 5 Records Ctr.



356725

Environmental Engineering Branch

Director  
Region V Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604

Dear Sir or Madam:

Enclosed for your records is the final signed Finding of Suitability to Transfer (FOST) document for four former U.S. Army Reserve centers, which are as follows: the Cannon Falls U.S. Army Reserve Center, 710 East State Street in Cannon Falls, Goodhue County, Minnesota; the Matthew Marvin U.S. Army Reserve Center, 302 East Sarnia Street in Winona, Winona County, Minnesota; the Gibson U.S. Army Reserve Center, 4454 West Cermak Road in Chicago, Cook County, Illinois; and the Donald W. Brann U.S. Army Reserve Center, located at 1504 Memorial Park Boulevard, Rushville, Rush County, Indiana. No public or regulatory comments were received on the draft final version of these FOSTs during their respective 30-day review periods.

If you have any questions or need additional information, please contact me at (502) 315-6322.

Sincerely,

Nora L. Keel  
Environmental Engineer

Enclosures

# **FINDING OF SUITABILITY TO TRANSFER**

**GIBSON**

**UNITED STATES ARMY RESERVE CENTER (IL013)**

**4454 WEST CERMAK ROAD**

**CHICAGO, ILLINOIS 60623-2991**

**APRIL 2002**

## **1.0 PURPOSE**

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of the Gibson United States Army Reserve Center (IL013), located in Chicago, Illinois, for conveyance to the Lawndale Business and Local Development Corporation (Corporation), a nonprofit organization organized in the State of Illinois, consistent with Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Department of Defense policy. Authority to convey this property to this non-profit Corporation for economic redevelopment purposes is pursuant to Public Law 105-85, Section 2833.

## **2.0 PROPERTY DESCRIPTION**

The location and layout of the Army Reserve Center are shown on Figures 1, 2, and 3 in Appendix A of the attached Environmental Baseline Survey (EBS). The Army Reserve Center is located in west central Chicago at the northeast intersection of West Cermak Road and South Kilbourn Avenue, near the Township of Cicero in Cook County. The Site occupies a 2.33-acre tract of land and a 0.08-acre perpetual easement in an older, commercial and industrial section of Chicago. The Site contains two permanent structures, a two-story administration building and a single-story organizational maintenance shop (OMS), which are concrete masonry structures with brick veneer. An automotive vehicle parking area and military equipment parking area are also located at the Site. The property is mostly impervious, covered by building structures or asphalt and concrete. No permanent structures are located on the easement. The facility has been vacant since June 1996 and has suffered from vandalism (e.g., graffiti on exterior surfaces and broken windows and exterior doors and windows) since closure.

## **3.0 ENVIRONMENTAL CONDITION OF THE PROPERTY (ECP)**

A determination of the environmental condition of the property has been made based on the findings included in the attached EBS of the property. The information provided in the EBS represents available environmental information, including visual observations, facility records,

and federal and state database and file information, related to the storage, release, treatment, or disposal of CERCLA hazardous substances or petroleum products or derivatives on the property. Section 11.0 of the attached EBS provides a list of the documents, information sources, and references used to determine the environmental condition of the property.

### **3.1 Environmental Condition of Property Category**

In accordance with ASTM Designation D 5746-98, *Standard Classification of Environmental Condition of Property Area Types for Defense Base Closure and Realignment Facilities*, the Site has been classified as Type 3, an area or parcel of real property where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action. The classification is due to the apparent elevated concentration of lead, which is classified as a CERCLA hazardous substance (Chemical Abstract Number 7439-92-1), in surface soil at the Site that is due to the ground-level release of lead-containing particulate matter from the former indoor firing range (IFR). The lead concentrations detected are below any applicable federal or state regulatory action limits and equate to a quantity that is well below the corresponding CERCLA reportable quantity. As such, no further action is required or warranted at the Site. Refer to Subsection 3.6 of this FOST and Subsection 8.9 of the attached EBS for additional information related to the presence of lead in surface soils at the Site.

### **3.2 Storage, Release, or Disposal of CERCLA Hazardous Substances**

There is no evidence that CERCLA hazardous substances were stored, released, or disposed on the property in excess of the reportable quantities listed in 40 Code of Federal Regulations (CFR) Part 373. Accordingly, there is no need for any notification of hazardous substance storage, release, or disposal. Subsection 6.3 of the attached EBS provides a detailed discussion of site information that supports this determination.

### **3.3 Petroleum and Petroleum Products**

With the exception of two former underground storage tanks (USTs), there is no evidence that any petroleum or petroleum products in excess of 55 gallons at one time were stored, released, or disposed of on the property. Two USTs were installed at the Site during original site development and were used to store fuel oil for the on-site utility furnaces. One 2,000-gallon UST was located south of the OMS and one 8,000-gallon UST was located east of the administration building. A petroleum release from each of these USTs was discovered during removal of these USTs in May 1995. Ten gallons of free product and approximately 525 cubic yards of soil were excavated and transported to a landfill for disposal. Groundwater was not impacted by the release. A corrective action completion report was submitted to the Illinois Environmental Protection Agency (IEPA) in July 1995 and the IEPA granted site closure on 17

November 1995. As such, no further remediation or action is required in regard to the former leaking USTs. Section 2.0 and Subsection 6.4 of the attached EBS provide more detailed information regarding the UST releases and remedial activities. Appendix E of the attached EBS provides copies of the 1995 closure report and IEPA correspondence. Page 10-5 of the attached EBS provides a Notification of Petroleum Product Storage and Release and a summary table of petroleum products that were released.

### **3.4 Polychlorinated Biphenyls (PCBs)**

Three pole-mounted transformers are located at the Site, between the two buildings, and are owned by Commonwealth Edison (ComEd). According to ComEd, the presence or absence of PCBs in these transformers has not been confirmed, because they are totally enclosed and sealed and are not equipped with oil-drain sampling ports. However, ComEd's ongoing testing program has confirmed that the vast majority of these types of units are mineral or silicon oil-filled and do not contain PCBs. Appendix H of the attached EBS provides written confirmation that ComEd is responsible for the operation and maintenance of these units and would remediate any associated spills or releases from the units. No staining or obvious indicators of transformer oil release have been observed near the base of the pole.

Fluorescent light fixtures in the administration building and OMS appear relatively new and it is unlikely that their ballasts contain PCBs. However, any light ballast that is not marked "no PCBs" should be assumed to fall under EPA's definition of PCB equipment and must be managed in accordance with federal, state, and local regulations. The deed will include the PCB notification and covenant that is contained in the attached Environmental Protection Provisions.

### **3.5 Asbestos**

Asbestos abatement within the administration building was conducted at the Site in July and August 2000. The asbestos abatement activities included removing 6,977 linear feet of asbestos-containing pipe insulation from all three building levels, 30 square feet of asbestos-containing material (ACM) from the boiler room, 8,382 square feet of non-friable asbestos-containing floor tiles, and 378 square feet of carpeted asbestos-containing floor tiles. The removal action rendered the inside of the administration building free of an asbestos hazard. It has also been determined that the OMS is free of asbestos, as no visible ACM was observed during a 1995 asbestos survey. Although the inside of each building is considered asbestos-free, other potential sources of ACM, including roofing material, window caulking, and possibly inaccessible areas, could have the potential to contain ACM and were not tested during the 1995 or 1999 ACM surveys. As such, any future demolition or renovation activities at the Site should be conducted in accordance with applicable federal, state, and local asbestos regulations. The deed will include the asbestos warning and covenant that is included in the attached Environmental Protection Provisions.

### **3.6 Lead**

There are two suspected sources of lead at the Site: lead-based paint (LBP) and lead particulate matter from the former IFR. As such, the Site may not be used as a "residential property" as defined by 24 Code of Federal Regulations (CFR) 35.110 or as a "child-occupied facility" as defined by 40 CFR 745.223. The deed will include the lead-based paint warning and covenant that is included in the attached Environmental Protection Provisions. The following subsections provide additional information regarding the presence of lead at the Site.

#### **3.6.1 Former Indoor Firing Range (IFR)**

An IFR previously existed at the Site. It was located in the area now referred to as the FE Augmentation and Printing area at the southern end of the basement. Figure 4 in Appendix A of the attached EBS. Evidence of the former IFR no longer exists at the Site and portions of the IFR were capped with concrete to facilitate re-use of the area. The portion of the floor that was capped most likely the bullet trap area of the IFR. As such, and in the absence of evidence of the disposition of this bullet trap, it is possible that lead-contaminated sand and bullets may still exist beneath the capped area. A lead hazard survey of the Site indicated that none of the surfaces in the IFR area tested positive for lead. The FE Augmentation and Printing area, along with other areas in the basement, have suffered repeated flooding, are currently flooded, and have been pumped and drained of water several times. Given the flooded condition of the basement area, the past capping of portions of the IFR floor, and the lead survey test results for the former IFR, it is unlikely that conditions for lead dust would exceed the OSHA permissible exposure limit for lead, which is 50 micrograms per cubic meter of air (averaged over an eight-hour period).

Surface soil sampling was conducted at the Site in January 2001 to assess whether lead-containing particulate matter exhausted from the former IFR has impacted soils at the Site. Appendix F of the attached EBS provides a letter report summarizing the sampling effort, which includes sample locations and analytical results. Specifically, Figure 1 of the 12 February 2001 IT Corporation letter report (Appendix F of the EBS) shows the locations of the window wells and soil sampling locations. While in operation, exhaust from the former IFR was vented through two window wells located on the south side of the administration building. No venting of exhaust to the roof occurred. Analytical data for the samples collected suggest that surface soils directly outside the two ground-level window wells have been impacted. The lead concentrations detected ranged from 180 milligrams per kilogram (mg/kg) to 400 mg/kg and decreased with distance from the windows. The concentrations detected do not exceed applicable state or federal regulatory levels and equate to a quantity that is well below the corresponding CERCLA reportable quantity. As such, no further action is required or warranted.

Subsection 8.9 of the attached EBS provides a more detailed discussion of the IFR and the results of the 2001 soil-sampling event. Appendix F of the attached EBS provides copies of the subsequent reports for the referenced lead hazard survey and soil sampling event.

### **3.6.2 Lead-Based Paint (LBP)**

Given the age of the structures and according to the results of a lead-based paint survey that was conducted in 2000, lead-based paint is present at the Site. Lead testing confirmed that lead-based coatings are present on window and door casings in several rooms on the first floor and in the basement of the administration building. The majority of coated surfaces that tested positive were observed to be in good condition, with no cracking or peeling observed. However, lead-based coatings on window and door casings in five rooms on the first floor [102, 112, 109, 108 (vestibule), and 106] and two locations in the basement (Intelligence Room #7 and southwest stairwell) are in poor condition, with cracking or peeling observed during the lead survey.

### **3.7 Radiological Materials**

U.S. Army radioactive materials were managed at the Army Reserve Center. Typical types of radioactive commodities managed at a facility similar to the Army Reserve Center could have included radiac meters, chemical agent detectors, moisture density gauges, lensatic compasses, night-vision goggles, radioluminescent sites, and armored vehicle equipment gauges or weapons gauges. Such commodities are generally designed for extreme weather and combat conditions with a limited amount of radionuclides in a non-dispersible form. Typical uses would have been to illuminate gauges or as use in scientific equipment. Each of these items, along with other sensitive and valued items, would have been tightly controlled and stored in the Army Reserve Center's arms vault or in other secured equipment storage areas.

No radioactive commodities are currently stored at the Site. There is also no evidence to suggest that these items were ever improperly managed at the Site, or that any radionuclides within these sealed-source items were ever released. As such, and based on the nature of the commodities stored (i.e., contained a limited amount of radionuclides in a non-dispersible form), there is no indication that the environmental conditions at the Site have been negatively impacted by the storage of these items on site.

### **3.8 Radon**

Three radon monitors were placed in Rooms 102, 112, and 201 of the administration building from February to June 1990 and recorded average concentrations of 0.5, 0.6, and 0.7 picocuries per liter (pc/l). These levels are below the federal radon action level of 4.0 pc/l. The deed will include the radon notification provision that is included in the attached Environmental Protection Provisions.

### **3.9 Unexploded Ordnance**

Based on a review of existing records and available information, none of the buildings or surrounding land proposed for conveyance are known to contain unexploded ordnance.

### **3.10 Biological Resources**

A review of a Department of the Interior National Wetlands Inventory Map, dated 1984, indicates that there are no wetlands on the property. Figure 15 in Appendix A of the EBS presents the location of the Site relative to wetland areas. The absence of wetland areas was confirmed by observations made during the field investigation of the Site.

The U.S. Fish and Wildlife Service (USFWS) has determined that no federally-listed threatened or endangered species occur in the vicinity of the facility. Appendix H of the attached EBS contains a copy of the USFWS evaluation letter.

### **3.11 Cultural Resources**

The Illinois Historic Preservation Agency has indicated that no historic, architectural, or archaeological sites exist at the Site, and that requirements of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, have been satisfied. A copy of their evaluation letter is included in Appendix H of the attached EBS.

In addition, the Fort McCoy Archaeology Laboratory, at Fort McCoy, Wisconsin, conducted a Historic Properties Inventory of the Site in 1995, under the provisions of Section 110 of the NHPA. The portion of the subsequent report pertaining to the Site, dated March 2000, is provided in Appendix E of the EBS. An archaeological record search revealed that no recorded archaeological sites are present on the property, which is located on land that has been "extensively disturbed by building and road construction." An on-site assessment determined that there is a low probability of extant archaeological remains on site. The report concluded that the Army Reserve Center does not meet the qualifications for nomination to the National Register of Historic Places and recommended no additional review under Section 110 of the NHPA.

## **4.0 REMEDIATION**

There are no environmental remediation orders or agreements applicable to the property being conveyed.

## **5.0 REGULATORY/PUBLIC COORDINATION**

Region V of the U.S. Environmental Protection Agency and the IEPA were notified of the initiation of the FOST process. Comments were solicited from the Illinois Historic Preservation Agency regarding the presence of any archaeological sites or sites eligible for inclusion on the National Register of Historic Places. The USFWS has determined the status of threatened and endangered species in the area.

A Notice of 30-Day Period for Public Comment, which included a notification of the intent to sign the FOST, was published in the Chicago Tribune on March 7, 2002. To facilitate regulatory and public review, copies of the Draft Final EBS and FOST were sent to the Chicago Public Library - Marshall Square Branch and state and federal agencies before March 7, 2002, and comments were invited for a period of 30 days. No comments on the FOST or EBS were received by April 7, 2002, the end date of the review period.

## **6.0 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

The environmental impacts associated with the proposed conveyance of the property have been analyzed in accordance with NEPA requirements. The results of this analysis have been documented in the 2002 Environmental Assessment (EA) of the Site. Any encumbrances or conditions identified in such analysis as necessary to protect human health and the environment have been incorporated into this FOST. The findings of the EA resulted in the preparation of a Finding of No Significant Impact (FNSI) for the proposed conveyance.

## **7.0 ENVIRONMENTAL PROTECTION PROVISIONS**

On the basis of the above results from the EBS and other environmental studies, and in consideration of the intended use of the property, certain terms and conditions are required for the proposed property conveyance. These terms and conditions are set forth in the attached Environmental Protection Provisions and will be included in the deed.

## **8.0 FINDING OF SUITABILITY TO TRANSFER**

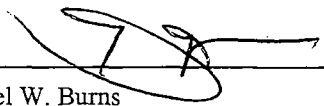
Based on the above information, I conclude that Department of Defense requirements to reach a finding of suitability to transfer the property have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions. All removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA section 120(h)(3). In addition to the Environmental Protection Provisions, the deed/easement for this transaction will also contain the following:

- The covenant under CERCLA §120(h)(3)(A)(ii)(I) warranting that all remedial action under CERCLA necessary to protect human health and the environment with respect to hazardous substances remaining on the property has been taken before the date of transfer;



- The covenant under CERCLA §120(h)(3)(A)(ii)(II) warranting that any remedial action under CERCLA found to be necessary after the date of transfer with respect to such hazardous substances remaining on the property shall be conducted by the United States; and
- The clause as required by CERCLA §120(h)(3)(A)(iii) granting the United States access to the property in any case in which remedial action or corrective action is found to be necessary after the date of transfer.
- Reversionary Interest – As authorized by Public Law 105-85, Section 2833, during the five-year period beginning on the date the Secretary of the Army makes the conveyance, if the Secretary determines that the conveyed real property is not being used in accordance with the purpose of the conveyance, all right, title, and interest in and to the property, including any improvements thereon, shall revert to the United States, and the United States shall have the right of immediate entry onto the property.

The proposal for transfer of accountability has been adequately assessed and evaluated for (a) environmental hazards, (b) environmental impacts anticipated from future use of the property to the extent known, and (c) adequate notice of disclosure resources. The intended use of the Site by the non-profit Corporation for economic redevelopment purposes would be consistent with surrounding area use. According to the Public Law, the proposed conveyance would be conditional on the Corporation either: using the property, directly or through an agreement with a public or private entity, for economic redevelopment purposes; or conveying the property to an appropriate public or private entity for the same purposes. The conveyance of this property does not present a current or future risk to human health or the environment, subject to inclusion and compliance with the appropriate deed covenants as addressed above.

  
\_\_\_\_\_  
Michael W. Burns  
Chief, Engineering and Base Operations Officer  
U.S. Army Reserve Command

5/2/02  
\_\_\_\_\_  
Date

Attachments/Enclosures:

1. Environmental Protection Provisions
2. 2002 Environmental Baseline Survey

## **ENVIRONMENTAL PROTECTION PROVISIONS**

The following conditions, restrictions, and notifications will be placed in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at the Gibson U.S. Army Reserve Center located in Chicago, Illinois.

### **INCLUSION OF PROVISIONS**

The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds/easements, transfers, leases, or grant of any interest, privilege, or license.

### **CERCLA ACCESS CLAUSE**

The Government, the Environmental Protection Agency (EPA) and the Illinois EPA (IEPA) and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Grantee/Transferee, to enter upon the Transferred Premises in any case in which a response action or corrective action is found to be necessary, after the date of transfer of the property, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following purposes:

- \* To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testing-pitting, test soil borings and other activities;
- \* To inspect field activities of the Government and its contractors and subcontractors;
- \* To conduct any test or survey related to the environmental conditions at the Transferred Property or to verify any data submitted to the EPA or the IEPA by the Government relating to such conditions;
- \* To construct, operate, maintain or undertake any other response or remedial actions as required or necessary including, but not limited to monitoring wells, pumping wells and treatment facilities.

### **NO LIABILITY FOR NON-ARMY CONTAMINATION**

The Army shall not incur liability for additional response action or corrective action, found to be necessary after the date of transfer, in any case in which the person or entity to whom the property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the property.

**NOTICE OF THE PRESENCE OF LEAD AND LEAD-BASED PAINT (LBP) AND  
COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE**

A. The Grantee/Transferee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead-containing particulate matter is also present at the Site and is associated with the former indoor firing range. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead hazards, the location of lead-based paint and/or lead hazards, and the condition of painted surfaces, contained in the *Environmental Baseline Survey* have been provided to the Grantee/Transferee. All purchasers must receive the federally approved pamphlet on lead poisoning prevention. The Grantee/Transferee hereby acknowledges receipt of all of the information described in this subparagraph.

C. The Grantee/Transferee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead hazards prior to execution of this document.

D. The Grantee/Transferee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph A, above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee/Transferee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

The Grantee/Transferee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA

Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead hazards as determined by previous risk assessments; (3) Abate lead dust and lead hazards in pre-1960 residential real property, as defined in paragraph A, above, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 residential real property, as defined in paragraph A, above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Grantor.

In complying with these requirements, the Grantee/Transferee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The Grantee/Transferee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

**E.** The Grantee/Transferee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead hazards on the Property if used for residential purposes.

**F.** The covenants, restrictions, and requirements of this Section shall be binding upon the Grantee/Transferee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee/Transferee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section, in all subsequent transfers, leases, or conveyance documents.”

#### **NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

**A.** The TRANSFEREE is hereby informed and does acknowledge that asbestos-containing materials (“ACM”) on the exterior of the buildings or in inaccessible areas within the buildings may be present on the Property, as described in Subsection 8.8 of the 2002 Environmental Baseline Survey. Any ACM on the property does not currently pose a threat to human health or the environment.

**B.** The Transferee/Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Transferee/Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever

with asbestos on the Property, whether the Transferee/Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Transferee/Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

**C.** Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

**D.** The grantee/transferee acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The grantee/transferee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

**E.** No warranties, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the grantee/transferee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States.

**F.** The Grantee/Transferee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the property, to the Grantee/Transferee or any future remediation or abatement of asbestos or the need therefore. The Grantee's/Transferee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

#### **PCB NOTIFICATION AND COVENANT**

**A.** The Grantee/Transferee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) may exist on the Property to be conveyed, described as follows: light ballasts no marked as "No PCBs". All PCB containing equipment has been properly labeled in accordance with applicable laws and regulations in force at the time of purchase and installation to provide notification to future users. Any PCB contamination or spills related to such equipment has been properly remediated prior to conveyance. The PCB equipment does not currently pose a threat to human health or the environment.

**B.** Upon request, the Army agrees to furnish to the Grantee/Transferee any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee/Transferee with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

C. The Grantee/Transferee covenants and agrees that its continued possession, use and management of any PCB containing equipment will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and that the Army assumes no liability for the future remediation of PCB contamination or damages for personal injury, illness, disability, or death to the Grantee/Transferee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs or PCB containing equipment, whether the Grantee/Transferee, its successors or assigns have properly warned or failed to properly warn the individual(s) insured. The Grantee/Transferee agrees to be responsible for any future remediation of PCBs or PCB containing equipment found to be necessary on the Property.

#### **RADON NOTIFICATION**

A. Available radon assessment data pertaining to the property is located in the attached Environmental Baseline Survey, the receipt of which the Grantee/Transferee hereby acknowledges. According to said radon assessment data, contained in the Environmental Baseline Survey, radon concentrations at the Site do not exceed the EPA radon reduction level of 4 picocuries/liter.

B. The Grantee/Transferee acknowledges that it has had the opportunity to inspect the Parcels as to radon levels prior to accepting the Property. Failure of the Grantee/Transferee to inspect or to be fully informed as to the radon levels of the Property will not constitute grounds for any claim or demand against the United States.

C. The Grantee/Transferee shall indemnify and hold harmless the United States, its officers, agents and employees from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to radon on any portion of the Parcels after conveyance of the Parcels or any future redemption or abatement of radon or the need therefore. The Grantee's/Transferee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. The obligations of the Grantee/Transferee under this section are solely those of the Grantee/Transferee and not its successors and assigns.

#### **NOTICE OF UXO CLEARANCE**

Based upon a review of existing records and available information, none of the buildings and/or land proposed for transfer is known to contain unexploded ordnance (UXO). In the event that the Grantee/Transferee, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Grantor, and the Grantor or Grantor-designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Grantee.